

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: April 19, 2006

Division: Engineering

Bulk Item: Yes X No     

Department: Facilities Development

Staff Contact Person: Jerry Barnett

**AGENDA ITEM WORDING:** Approval of Amendment No. 2 with Harvard, Jolly, Clees, Toppe Architects, P.A. AIA, for professional services to design the New Medical Examiner's Facility.

**ITEM BACKGROUND:** The original cost estimate used for the Architects fee for the construction of the New Medical Examiner's Facility was \$2,000,000.00 in 2002. Due to unforeseen delays, significant cost increases have occurred resulting in the actual cost of Construction escalating to \$3,989,429.00. In accordance to the Article VIII, 8.1.1, the Architect's fee will be adjusted in a written amendment to the agreement when the actual construction cost is known.

**PREVIOUS RELEVANT BOCC ACTION:** On January 16, 2002, the BOCC approved a contract for Professional Services with Harvard, Jolly, Clees, Toppe, Architects, P.A. AIA to perform architect/engineering services to design the New Medical Examiner's Facility. On December 17, 2003, the BOCC approved a Contract Amendment to redesign the Facility to meet the wind load requirement of 150 mph.

**CONTRACT/AGREEMENT CHANGES:** The Architectural fee will increase from \$135,000.00 to \$251,334.03.

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST: \$251,334.03**

**BUDGETED:** Yes X No     

**COST TO COUNTY: \$251,334.03**

**SOURCE OF FUNDS:** Fund 307

REVENUE PRODUCING: Yes \_\_\_ No X AMOUNT PER MONTH \_\_\_\_\_ Year \_\_\_\_\_

**APPROVED BY:** County Atty   X   OMB/Purchasing   X   Risk Management   X  

**DIVISION DIRECTOR APPROVAL:**

David S. Koppel, P.E.

**DOCUMENTATION:** Included   X   Not Required       

**DISPOSITION:** \_\_\_\_\_

AGENDA ITEM # \_\_\_\_\_

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Harvard Jolly Clees Contract #             
 Effective Date: 01/16/02  
 Expiration Date:           

Contract Purpose/Description:  
Architecural Services for the design of the New Medical Examiners Facility.

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Contract Manager: Ann Riger 4439 Facilities Develop/Stop #1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 04/19/06 Agenda Deadline: 04/04/06

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 251,334.03 Current Year Portion: \$ 143,334.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 307-26501-560620-CH0301-530310  
 Grant: \$ N/A  
 County Match: \$ N/A

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$       /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>          </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>          </u>	<u>          </u>
Risk Management	<u>4-3-06</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>M. Slivicki</u>	<u>4-3-06</u>
O.M.B./Purchasing	<u>4/3/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sharon J. Smith</u>	<u>4/3/06</u>
County Attorney	<u>3/30/06</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>K.P. Anderson Smith</u>	<u>3/31/06</u>

Comments:

**CONTRACT AMENDMENT NO. 2****HARVARD JOLLY CLEES TOPPE ARCHITECTS, P.A. AIA**

This Amendment is made and entered this 19<sup>th</sup> day of April, 2006, between the COUNTY OF MONROE, ("County") and HARVARD JOLLY CLEES TOPPE ARCHITECTS, P.A. AIA, ("Architect") in order to amend the Contract between the parties dated January 16, 2002.

**WHEREAS**, County and Architect entered into an agreement on January 16, 2002, as amended by Amendment #1 dated December 17, 2003, for Professional Services required for the Construction of the New Medical Examiner's Facility; and

**WHEREAS**, Article VIII, Paragraph 8.1.1 based Architect's fee on a projected cost of construction of Two Million Dollars (\$2,000,000.00) with a percentage fee to be paid to Architect of 6.75% in the amount of One Hundred Thirty-five Thousand Dollars (\$135,000.00); and

**WHEREAS**, Article VIII, Paragraph 8.1.1 states that Architect's fee will be adjusted when the actual construction cost is known, and a final adjustment will be made when construction is complete; and

**WHEREAS**, County has entered into a contract dated May 19, 2004, and amended by Change Order No.1 dated July 20, 2005, with Fonticciella Construction Corporation to construct the new Medical Examiner's Facility in the amount of \$3,989,429.00; and

**WHEREAS**, County and Architect have determined that an adjustment needs to be made to the Architect's fee percentage based on the State of Florida Fee Schedule for Architectural and Engineering Services;

**NOW, THEREFORE**, County and Architect agree to amend the agreement dated January 16, 2002, with reference to Article VIII, Paragraph 8.1.1, as follows:

1. The actual cost of \$3,989,429.00 is \$1,989,429.00 over the estimated construction cost of \$2,000,000.00 which was used for the Architects fee.
2. The Architect's percentage for his fee will decrease from 6.75% to 6.3% based on the State of Florida's Fee Schedule for Architectural and Engineering Services.
3. The Architect's fee will increase from \$135,000.00 (6.75% of \$2,000,000.00) to \$251,334.03 (6.3% of \$3,989,429.00).
4. The amounts paid for additional services under Amendment #1 and for other additional services already provided in the amount of \$67,910.78 are not included in the Architect's fee of \$251,334.03 and are in addition to it.

5. All other provisions of the Agreement dated January 16, 2002, not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

(SEAL)

Harvard, Jolly, Clees, Toppes, Architects

By *Yvette V. Lawrence*  
Title SENIOR VICE PRESIDENT

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Susan M. Grimsley*  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY

# MONROE COUNTY ENGINEERING/CONSTRUCTION MANAGEMENT CONTRACT AMENDMENT No. 1

PROJECT TITLE: Medical Examiner's Facility

CONTRACT AMENDMENT NO: 1

Total Previous Amendments	<u>0.00</u>	
Original Contract Amount	<u>\$135,000.00</u>	(6.3/4% of \$2,000,000.00)
Revised Contract Amount	<u>\$164,691.00</u>	

Detailed description of Amendment and justification:

Amend Contract with Harvard Jolly Clees Toppe Architects, P.A. for Professional Services to redesign the Medical Examiner's Facility to meet the wind load requirements of 150 mph as defined in the current Building Code. The scope of the required changes is included in the attached proposal. The cost associated with redesign (\$29,691.00) is negligible compared to the expected construction cost savings estimated to be \$160,000.00 to \$200,000.00.

ARCHITECT:

Yvette L. Landon  
Harvard Jolly Clees Toppe Architects

11/25/03  
Date

CONSTRUCTION MANAGER:

Stephanie Effer

11/24/03  
Date

COUNTY ENGINEER:

David S. Koppel, P.E.

11-29-03  
Date

DIRECTOR OF PUBLIC WORKS

Dent Pierce

12/19/03  
Date

COUNTY ADMINISTRATOR

James L. Roberts  
ACTING COUNTY ADMINISTRATOR

12/22/03  
Date

File  
COR

**CONTRACT FOR  
PROFESSIONAL SERVICES  
BETWEEN OWNER AND ARCHITECT  
1998 EDITION**

These contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate.

THIS CONTRACT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND ARCHITECT (the "Contract") is made and entered into by MONROE COUNTY, BOARD OF COUNTY COMMISSIONERS (the "Owner") and Harvard Jolly Clees Toppe Architects, P.A. AIA.

This contract is executed under seal and shall be effective on the date executed by the last party to execute it.

The professional services required by this Contract are to be rendered for the New Medical Examiner's Facility, identified as the Project, described as follows:

These services shall include, but not be limited to: Preparation and completion of the schematic design, design development, preparation of contract documents for bids, preparation and advertisement for Request for Bids, tabulation and review of bids, recommendation of contract awards, cost estimating during design and document preparation, administration of contract documents, consultation and on-site inspections during construction, review and recommend approval of contractor invoices, preparation and submittal of permit applications, zoning applications, public presentations and presentations to the County Commission. In addition, the scope of work if further specified in Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Architect agree:

# FORM OF AGREEMENT

## ARTICLE 1

### 1.1 REPRESENTATIONS AND WARRANTIES

By executing this Contract, the Architect makes the following express representations and warranties to the Owner:

- 1.1.1 The Architect is professional qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project;
- 1.1.2 The Architect shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties thereunder have been fully satisfied;
- 1.1.3 The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
- 1.1.4 The Architect shall prepare all documents required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. The Architect warrants that the documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents;
- 1.1.5 The Architect assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ as Architect of Record.
- 1.1.6 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit, for the Owner's and Construction Manager's information, a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds if approved by the Owner, and shall include allowances for periods of time required for the Owner's and Construction Management's review, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner may not be exceeded by the Architect except for delay caused by events not within the control of the Architect or foreseeable by him. In the event the Architect does not conform to the schedule, then the Architect may

be assessed a charge up to one percent (1%) of the fee per week until the work product is produced in an acceptable manner. The penalty shall apply only to the completion of documents required for bidding, said date being met with the delivery of one final set to the Owner. The Owner shall assess the charge only after it is determined that the work delay is solely the fault of the Architect and his subconsultants and is not the fault of the owner or other parties not under the control of the Architect.

## **ARTICLE II**

### **SCOPE OF ARCHITECT'S BASIC SERVICE**

#### **2.1 DEFINITION**

**2.1.1** Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.5, and other services identified as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

**2.1.2** The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. The Architect shall be responsible for designing the Project in accordance with the analyses and recommendations of the geotechnical information furnished per Article 4.4.

#### **2.2 SCHEMATIC DESIGN PHASE**

**2.2.1** The Architect shall review the program, schedule and construction budget furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

**2.2.2** The Architect shall review with the Owner and Construction Manager: proposed site use and improvements, required permits, zoning, selection of materials, building systems and equipment; and method of Project delivery.

**2.2.3** The Architect shall review with the Owner and Construction Manager alternative approaches to design and construction of the Project.

**2.2.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.



**2.2.5** At the Schematic Design Phase, the Architect shall provide schematic design studies for the Owner's review and the Construction Manager's information.

**2.2.6** Upon completion of the Schematic Design Phase, the Architect shall provide drawings, outline specifications, estimate of anticipated cost in accordance with the schematic designs, and other documents for the Owner's approval and the Construction Manager's information.

**2.2.7** The Schematic Design must be approved, in writing, by Owner prior to Architect continuing to the Design Development Phase.

### **2.3 SCHEMATIC DESIGN PHASE REQUIREMENTS**

**2.3.1** The Schematic Design Phase services shall respond to program requirements and consist of preparation of: conceptual site and building plans, preliminary sections and elevations, development of approximate dimensions, areas and volumes, concept sketches as required to explain the design intent to the Owner. Perspective renderings and models, if required by the Owner, will be billed as an additional service or billed as a reimbursable expense if that service is performed by additional consultants after the Owner's written approval.

The Architect shall perform the following design phase tasks:

- a. Structural Design/Documentation services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for: a predetermined structural system and alternate structural systems.
- b. Mechanical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for: energy source (s), energy conservation, heating and ventilating, air conditioning, plumbing, fire protection, special mechanical systems, process systems, and general space requirements.
- c. Electrical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for: power service and distribution, lighting, telephones, fire detection and alarms, security systems, electronic communications, special electrical systems, and general space requirements.

- d. Civil Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for: on-site utility systems, off-site utilities work, fire protection systems, drainage systems, and paving.

## **2.4 DESIGN DEVELOPMENT--DOCUMENT PHASE**

**2.4.1** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall consist of drawing and other documents that establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

**2.4.2** At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information. The Architect shall provide an estimate of anticipated cost in accordance with the design development phase.

**2.4.3** Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information. The Architect shall provide an estimate of anticipated costs in accordance with the Design Development Phase.

**2.4.4** The Design Development Documents must be approved, in writing, by the Owner prior to Architect continuing to the Construction Documents Phase.

## **2.5 DESIGN DEVELOPMENT PHASE REQUIREMENTS**

To satisfactorily perform the design development phase requirement, the Architect must complete the tasks set forth in paragraphs 2.5.1 - 2.5.13.

**2.5.1 Floor Plans** - This consists of general plans, overall coordinating plans, and plan enlargements for important and special areas.

Data required:

- a. Building perimeter (footprint) and exterior wall type, thickness and composition fixed
- b. Structural grid or system
- c. Major mechanical/electrical systems determined and their requirements

- reflected and indicated on plans
- d. Indicate buildings core - elevators, stairs, etc.
- e. All internal partitions of appropriate thickness indicated
- f. Floor, slab, and level elevations
- g. Typical door types
- h. Typical partition types
- i. Built-in furniture items - special furniture and equipment (early clarification of what is "NIC" and "by owner")
- j. Larger scale (e.g., 1/4"). Key areas, lobby, entries, public plaza, major corridors, special spaces, etc. Required: All surfaces (floor, wall, and ceiling treatments), furniture indication, and layout.

### 2.5.2 General Elevations

- a. Total full-height facades including roof structures
- b. All fenestration
- c. Overall vertical building and floor heights
- d. Indicate cross-reference points with sections
- e. Indicate setbacks, building profiles, expansion joints, etc.
- f. Indicate treatment of visible mechanical equipment
- g. System impact (precast concrete, stone, panel systems, metal/glass curtain wall, etc.) properly selected by adequate technical investigation.

### 2.5.3 Sections

**Overall Sections** - Overall building longitudinal and transverse "building explanation" type.

**Detail Wall Sections** - Largest scale (e.g., 3/4"). Dominant full-height sections conveying basic building configuration, to indicate:

- a. Foundation and perimeter treatment
- b. Typical wall construction
- c. Back-up structure, abutting floor systems
- d. Window location and insulation methods
- e. Flashing, masonry coursings
- f. Mechanical penetrations impact (furring, etc.)
- g. Parapet design

### 2.5.4 Details - Large scale (1-1/2", 3") as required. Indicate key conditions.

- a. Window types: divisions, pattern, mullion profiles, vent detail, glazing type, jamb/head, plan section
- b. Hollow metal (typical only; keyed to plans and schedules)
- c. Frame types (typical only; for compatibility and profile)
- d. Stair types - egress, public, exterior (including railing design)

- e. Metal and glass walls, borrowed lights, etc.; for division, profile, and glazing
- f. Interior partition types (typical only; keyed to plans and schedules)
- g. Built-in furniture items, receptions desks, work tops, counters, cabinet types, display cases, recesses, wardrobes, millwork, etc.

**2.5.5 Interior Elevations** - Typical and special spaces, interfaced with, and cross-referenced to, floor and reflected ceiling plans. Indicate:

- a. Breaks
- b. Level changes
- c. Pertinent vertical dimensions.

**2.5.6 Reflected Ceiling Plans** - Typical and special space. Integrated plans reflecting structural, mechanical, and electrical impacts. Plans to indicate:

- a. Lighting layouts
- b. Soffits, coves, furrings
- c. Skylight locations
- d. Ceiling materials
- e. Acoustic treatments
- f. Heating and ventilating register, diffuser locations
- g. Sprinklers
- h. Access panels

**2.5.7 Schedules** - Schedules to be nonrepetitive and comprehensive, with specific keying to floor plans and elevations.

- a. Interior finishes
- b. Doors and frames
- c. Preliminary hardware
- d. Windows/glazing

**2.5.8 Specifications** - Comprehensive, abbreviated methods, materials and systems descriptions in tune with drawings. Use CSI format with applicable section numbers. Include all consultant portions, as well as, those special supplementary conditions specific to the project.

**2.5.9 Preliminary Estimate of Construction Cost** - Adjustment of the preliminary estimate of construction cost prepared at the end of Schematic Design.

**2.5.10 Structural Design Development Set**

- a. Floor plans at the same scale as the architectural drawings

- b. Typical floor framing plans, including sizing of beam drops, slab openings, thicknesses, and depressions
- c. Framing indication and governing sizing at: roof structures, penthouse, bulkheads, other
- d. Nontypical framing scheme where required: lobby, floors at grade, and other
- e. All column points established
- f. Final column schedule
- g. Preliminary details and sections to adequately indicate structural system
- h. Preliminary details of major unique conditions that impact on scheme (as determined by the architect)
- i. Details indicating accommodation with mechanical/electrical at areas of major interface
- j. Design development specifications
- k. Any necessary recommended adjustments to the preliminary estimate of construction cost.

#### **2.5.11 Mechanical/Electrical Design Development Set**

- a. Typical floor plans. Systems representation in diagrammatic (nondetailed) style, major items of equipment indicated, their space requirements and interface requirements with other systems. Indicate: major shafts (sizes), chases, mechanical rooms and electric closets, and convector/fan coil locations, etc.
- b. Required punctures: wall, slab, and beam
- c. Terminal plans (lobby, cellar, roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated: (1) Boiler/heater spaces (include clear height requirements), (2) Transformer vaults (approved obtained from local utility company), (3) Switchgear, emergency generator, water storage tanks, fire pumps, etc., (4) Roof cooling towers, major air-conditioning and air-handling equipment, packaged units, etc.
- d. Locations of major roof-air handling equipment: cooling towers, exhaust fans, etc.
- e. Preliminary details of major and unique conditions that impact on scheme (as determined by the architect)
- f. Data to be developed in conjunction and in coordination with the project team:
  - 1. Integrated diagrammatic lighting plans indicating all overhead mechanical and electrical equipment for typical floor and special spaces
  - 2. Cuts and explanatory information for interior visual items such as: louvers, registers, heating/cooling units, and cabinets.
  - 3. Exterior louver requirements and proposed locations.

- g. Design development specifications
- h. Any necessary adjustments to the preliminary estimate of construction cost.

#### **2.5.12 Site Design Development Set**

- a. Building location plan--building tied down dimensionally with pertinent adjacencies, street lines and grades, property lines, required setbacks, easements, rights of way, manholes, sewers, hydrants, light standards, etc., interfaced with survey.
- b. Main entry level datum elevation with key exterior grades at building perimeter.
- c. Site development grading and landscaping plans
- d. Overall preliminary site grading and defined design of external elements, properly coordinated and interfaced with mechanical/electrical for utility entry points
- e. Indicate areaways, vaults, access to subgrade spaces
- f. Preliminary site and exterior building lighting scheme with identification of fixture types
- g. Parking area defined with preliminary plotting
- h. Indication of paths, stairs, ramps, berms, terraces, etc.
- i. Plant materials (indication and preliminary schedule)
- j. Design development details: railings, stairs, ramps, paving types and patterns, kiosks, benches, light standards, others
- k. Design development specifications
- l. Any necessary adjustments to the preliminary estimate of construction cost.

#### **2.5.13 Other Consultants' Design Development Sets**

As appropriate to the Project.

**2.5.14 Limitations** - The above list of drawings represents, in general, the requirements of the Project.

### **2.6 CONSTRUCTION DOCUMENTS PHASE**

**2.6.1** Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the construction budget, the Architect shall prepare, for approval by the Owner and Construction Manager, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

**2.6.2** The Architect shall provide Drawings and Specifications for the Owner's and the Construction Manager's review.

**2.6.3** Upon completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Owner's and Construction Manager's approval. The Architect shall provide an estimate of anticipated costs in accordance with the Construction Development Phase.

**2.6.4** The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, the Conditions of Contracts, and the forms of Agreement between the Owner and the Contractors.

**2.6.5** The Architect's construction documents (plans, specifications, etc.) will conform to all written codes and regulations of the federal government, county, state, municipalities, agencies and state departments, in effect at the date of this Agreement, and shall be of such completion as to receive all permits when applied for. If permits are denied, then the Architect will conform the construction documents in such manner to receive permits upon such plans. Work required by the Architect to conform the documents to federal, state, city, county, or agency specifications to allow them to be approved shall be completed at no charge or cost to the Owner.

## **2.7 BIDDING OR NEGOTIATION PHASE**

**2.7.1** The Architect, following the Owner's approval of the Construction Documents and the Architect's latest estimate of Construction Cost, shall assist the Construction Manager in obtaining bids or negotiated proposals and assist in preparing contracts for construction.

**2.7.2** The Architect shall assist the Construction Manager in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect, with the assistance of the Construction Manager, shall respond to questions from bidders, and shall issue addenda and shall revise and re-issue all contract documents affected by all addenda.

**2.7.3** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the securing of a building permit after the County has obtained development approval. Assistance with securing a development approval will be in the form of providing schematic drawings.

## **2.8 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACTOR**

**2.8.1.** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates with the issuance to the Owner of the

out documents by the Architect and Contractor. The Architect will administer the Owner/Contractor contract as provided for in that document. The Architect agrees to perform a project check prior to the end of the warranty period as a part of the contract. The check shall not exceed one working day unless additional time is approved by the Owner.

**2.8.2** The Architect shall at all times have access to the Work whenever it is in preparation or progress.

**2.8.3** The Architect shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the Contractor shall be given to the Contractor by the Architect or Construction Manager.

**2.8.4** Upon receipt, the Architect shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values was not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Architect to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not approve such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

**2.8.5** The Architect shall carefully inspect the work of the Contractor and shall, at a minimum, inspect work at the Project site once every week. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In making such inspections, the Architect shall protect the Owner from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each inspection, the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations to the Owner.

**2.8.6** The Architect shall initially approve periodic and final payments owed to the Contractor under the Construction Contract predicated upon inspections of the work and evaluations of the Contractor's rate of progress in light of the



remaining contract time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the Architect reliably informs the Owner that the Architect has made the inspection of the work required, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the Contractor of the amount approved.

**2.8.7** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work. (2) reviewed construction means, methods, techniques, sequences or procedures. (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**2.8.8** The Architect shall have authority, after notification to the Construction Manager, to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents the Architect will have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

**2.8.9** The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by the Owner's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristic of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification

to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. Architect shall take appropriate action on submittals within 14 calendar days. The Architect shall maintain a tracking log for the submittals which shall include, but not be limited to; the submittal as named in the specification, all dates as required for tracking and the status of approval. A copy of the tracking log will be made available to Owner when requested.

**2.8.10** The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents. Architect to take appropriate action within 7 calendar days.

**2.8.11** The Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work as long as there is no change in Contract price.

**2.8.12** The Architect shall require inspection or reinspection and testing or retesting of the work, to include architectural, structural, mechanical and electrical engineering portions of the work, in accordance with the provisions of the Construction Contract whenever appropriate.

**2.8.13** The Architect, assisted by the Construction Manager, shall conduct inspections to determine the dates of Substantial Completion and the date of Final Completion. The Architect shall submit to the Owner a list comprised of incomplete and/or unacceptable items required by the Contract Documents to include architectural, structural, mechanical and electrical engineering portions of the work. The Architect shall forward to the Construction Manager warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

**2.8.14** The Architect shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents upon written request. The Architect's response to such requests shall be made with promptness and within seven (7) days of receipt of request.

**2.8.15** Interpretations and decisions of the Architects shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings and submitted on proper Construction Change Directives.

**2.8.16** The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between Owner and Contractors

relating to the execution or progress of the Work as provided in the Contract Documents.

**2.8.17** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

**2.8.18** The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as a Basic Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. This advise and consultation shall be limited to verbal comment on actions of the Owner and shall not necessitate filing of records, forms, or revisions to drawings, without additional compensation.

**2.8.19** The Architect shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the Contractor.

**2.8.20** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**2.8.21** The Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Architect shall make available to the Owner any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the project. Testimony will be provided as part of the basic services when in defense of claims for actions of the Architect, unless otherwise prevented by counsel of the architect at which time it would be subject to subpoena. For other claims against the Owner, the Architect will do this under an expert witness with compensation.

**2.8.22** The Architect shall review any as-built drawings furnished by the Contractor and shall certify to the Owner that same are adequate and complete.

**2.8.23** The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Architect or its consultants, or both.

**2.8.24** The Architect must reimburse the Owner for any added costs paid by the Owner during construction that were incurred as the result of any omission, deficiency, or conflict in the work product of the Architect, its consultants, or both. This added expense is defined as the difference in cost from that which the Owner would have paid if the work was included in the bid, and the actual cost presented by the Contractor.

### **ARTICLE III**

#### **3.1 GENERAL**

**3.1.1** The services described in this Article III are not included in Basic Services with the exception of those services specified in Exhibit A. They shall be paid for by the Owner as provided in this agreement as an addition to the compensation paid for the Basic Services but only if approved by the Owner before commencement.

#### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**3.2.1** If more extensive representation at the site than is described in subparagraph 2.8.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

#### **3.4 OPTIONAL ADDITIONAL SERVICES**

**3.4.1** Providing detailed quantity surveys or inventories of material and equipment.

**3.4.2** Providing analyses of owning and operating costs.

**3.4.3** Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

**3.4.4** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**3.4.5** Providing planning surveys, site evaluations or comparative studies of prospective sites.

**3.4.6** Providing special surveys or environmental studies required for approvals of governmental authorities or others having jurisdiction over the project.

**3.4.7** Providing service relative to future facilities, systems and equipment.

**3.4.8** Providing detailed estimates of the construction cost (an item by item enumeration and analysis of all the costs that go to make up the Architect's final estimate described in paragraph 5.1).

**3.4.9** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

**3.4.10** Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

**3.4.11** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

**3.4.12** Providing assistance with public agencies requiring formal review of project and preparation of documents, reports, studies, renderings, models, payment of fees, applications and other material necessary to seek such approval.

**3.4.13** Providing representation before public bodies in conjunction with approval of project, upon approval by owner.

### **3.5 CONTINGENT ADDITIONAL SERVICES**

**3.5.1** Making revisions in Drawings, Specifications or other documents when such revisions are:

- a. Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- b. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated; or
- c. Due to changes required as a result of the Owner's failure to render decisions in a timely manner.

**3.5.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

**3.5.3** Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.5.4 Providing services in connection with public hearings.

## **ARTICLE IV**

### **OWNER'S RESPONSIBILITIES**

4.1 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and the Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.2 The Owner shall designate the Construction Manager to act on the Owner's behalf with respects to the Project. The Owner or Construction Manager shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way; restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.4 The Owner shall furnish the geotechnical tests when requested by the Architect. Such tests may include, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.5 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the owner.

4.6 The services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.7 Prompt written notice shall be given by the Owner and Construction Manager to the Architect if they become aware of any fault or defect in the Project or non-conformance with the Contract Documents.

4.8 The proposed language of certificate or certificates requested of the Architect or Architect's consultants shall be submitted to the Owner for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.9 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and work of the contractors.

4.10 The Owner shall furnish the Architect copies of written communications.

4.11 The Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's criteria, as, and if, modified. No review of such documents shall relieve the Architect of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.12 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

## **ARTICLE V** **CONSTRUCTION COST**

5.1 Contemporaneously with the submission of the Design of Construction, the Architect shall submit to the Owner in writing its final estimate of the contractor's anticipated price for constructing the Project. Once submitted, the final anticipated price estimate shall be adjusted by the Architect to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

5.2 The Construction Cost shall be the total estimated cost to the Owner of all elements of the project designed or specified by the Architect.

5.3 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit.

5.4 Construction cost does not include the compensation of the Architect and the Architect's consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.5 The Architect agrees that, should the bid for construction of the project exceed its estimate by ten percent (10%) or more, it will redesign, redraw and/or rebid, at no additional or expense to the Owner, until the bids are within the stated limits.

## **ARTICLE VI**

### **6.1 INDEMNIFICATION AND HOLD HARMLESS**

6.1.1 The Architect covenants and agrees to indemnify and hold harmless Monroe County and Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Architect in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Architect in any tier, their employees, or agents. The first ten dollars (\$10.00) of remuneration paid to the Architect is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Should any claims be asserted against the Owner by virtue of any deficiency or ambiguity in the plans and specifications provided by the Architect, the Architect agrees and warrants that he shall hold the Owner harmless and shall indemnify him from all losses occurring thereby and shall further defend any claim or action on the Owner's behalf.

## **ARTICLE VII**

### **7.1 PERSONNEL**

7.1.1 The Architect shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this contract, the parties anticipate that the following named individuals will perform those functions as indicated:

<b>NAME</b>	<b>FUNCTION</b>
<u>William B. Harvard, Jr.</u>	<u>Principal in Charge</u>
<u>Jeffrey Cobble</u>	<u>Project Director</u>
<u>John Like</u>	<u>Project Manager</u>

So long as the individuals named above remain actively employed or retained by the Architect, they shall perform the functions indicated next to their names.



## ARTICLE VIII

### 8.1 PAYMENTS

8.1.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the Architect shall be paid monthly, in accordance with the following schedule:

(A) The Architectural fee shall be based on the following criteria:

- |    |                               |            |
|----|-------------------------------|------------|
| 1. | Schematic Design              | 15 percent |
| 2. | Design Development Phase      | 30 percent |
| 3. | Construction Documents Phase  | 30 percent |
| 4. | Bidding or Negotiation Phase: | 5 percent  |
| 5. | Construction Phase            | 20 percent |

**An estimated construction cost of \$2.0 million and a fee percentage of 6 ¾ % shall be initially used to calculate the Architectural fee. When the actual construction cost is known, the fee will be adjusted in a written amendment to this agreement. A final adjustment will be made when construction is complete.**

(B) For the performance of the optional additional services and contingent additional services described in Article III of this contract, provided same are first authorized in writing by the Owner, the Architect shall be paid hourly at the rates identified in Exhibit A, or as negotiated.

(C) If the Architect's duties, obligations and responsibilities are materially changed through no fault of the Architect after execution of this contract, compensation due to the Architect shall be equitably adjusted, either upward or downward;

(D) As a condition precedent for any payment due under this Contract, the Architect shall submit monthly, unless otherwise agreed in writing by the Owner, an invoice to the Owner requesting payment for services properly rendered and reimbursable expenses due hereunder. The Architect's invoice shall describe with reasonable particularity the service rendered. The Architect's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the Owner may require.

### 8.2 REIMBURSABLE EXPENSES

8.2.1 Reimbursable expenses include expenses incurred by the Architect in the interest of the project:

- a. Expense of transportation submitted by Architect, in writing, and

- living expenses in connection with out-of-county travel authorized by the Owner, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;
- b. Fees paid for securing approval of authorities having jurisdiction over the Project;
  - c. Reproductions (beyond 6 signed and sealed sets, plus one set of reproductibles);
  - d. Postage and handling of Drawings and Specifications;
  - e. Renderings and Models requested by the Owner.
  - f. Expense of additional insurance coverage or limits, including professional liability insurance requested by the Owner in excess of \$1,000,000.

## **ARTICLE IX**

### **9.1 APPLICABLE LAW**

9.1.1 This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida.

## **ARTICLE X**

### **10.1 OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION**

10.1.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

10.1.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

## **ARTICLE XI**

### **11.1 SUCCESSORS AND ASSIGNS**

11.1.1 The Architect shall not assign its right hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

## **ARTICLE XII**

### **12.1 NO THIRD PARTY BENEFICIARIES**

12.1.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

## **ARTICLE XIII**

### **13.1 INSURANCE**

13.1.1 The Architect shall obtain insurance as specified in the attached Exhibit B and maintain the required insurance at all times this contract is in effect. Errors and Omissions Insurance shall also be maintained for a period of one year after final completion of the project. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect's failure to purchase or maintain the required insurance, the Architect shall indemnify the County from any and all increased expenses resulting from such delay.

13.1.2 The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

## **ARTICLE XIV** **TERMINATION**

14.1 Either party hereto may terminate this contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. Termination expenses shall include all expenses till date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

14.1.1 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of Contract initiation and its duration.

**ARTICLE XV**  
**ENTIRE AGREEMENT**

**15.1** This contract is constitute of the form of agreement (Articles I-XV), the exhibits that are attached and made a part of the Contract, and the documents referred to in the form of agreement as a part of this Contract. In the event any conflict between any of those Contract documents, the one imposing the greater burden on the Architect will control.

**15.2** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

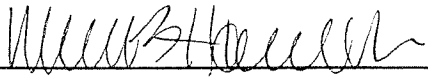
**15.3** Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990

MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Harvard Jolly Clees Toppe Architects, P.A. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

  
(Signature)


Date: 02/04/02

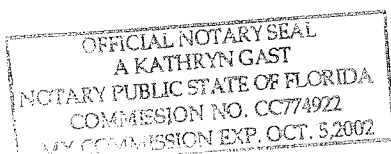
STATE OF Florida

COUNTY OF Pinellas

Subscribed and sworn to (or affirmed) before me on 2/4/02 (date)  
by William B. Harvard, Jr. (name of affiant). He/She is personally known to me.

My commission expires:

  
NOTARY PUBLIC



IN WITNESS WHEREOF, each party has caused this Agreement to be executed  
by its duly authorized representative this 16th day of



January, 2002.

Attest: DANIEL L. KOLHAGE, Clerk

By: Janele Hancock  
Deputy Clerk

Date: January 16, 2002

BOARD OF COUNTY COMMISSIONERS'  
OF MONROE COUNTY, FLORIDA

By: [Signature]  
Mayor/Chairman

(Seal)

Attest:

BY: [Signature]  
Title: Senior Vice President

ARCHITECT

Harvard Jolly Clees Toppe Architects, P.A.

By: [Signature]  
Title: President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: [Signature]  
ROBERT N. WOLFE  
DATE 1-3-02

**EXHIBIT A**

EXHIBIT A

HARVARD JOLLY CLEES TOPPE ARCHITECTS, P.A.  
2002 HOURLY RATES

Principals' time at the fixed rate of \$185.00 per hour:

William B. Harvard, Jr., President  
R. John Clees, Executive Vice President  
Jonathan R. Toppe, Executive Vice President

Senior Vice Presidents' time at the fixed rate of \$175.00 per hour:

Jeffrey E. Cobble  
Steven M. Heiser

James A. Shawhan

Regional Managers' time at the fixed rate of \$155.00 per hour:

John L. Bozarth  
Ronald N. Lang

Jack Williams, Jr.

Vice Presidents' time at the fixed rate of \$135.00 per hour:

Ward J. Friszolowski  
Alex F. Gonzalez

Michael K. Hart

Landscape Architects' time at the fixed rate of \$75.00 per hour

Charles Clees

Director of Graphic Design time at the fixed rate of \$75.00 per hour:

Mark Fanders

Director of Interior Design time at the fixed rate of \$75.00 per hour:

Jackie Spears

Interior Designers' time at the fixed rate of \$65.00 per hour:

Sheryl Eastman

Employee's time shall be computed at a multiple of 3.0 times the employees' Direct Personnel Expense. The Employees' rates by classification are:

Project Architect	\$37.57
Architect	28.69
Senior Draftsman	21.29
Junior Draftsman	14.79
Construction Administrator	25.89
Clerical	18.31



DEPARTMENT OF GENERAL SERVICES  
DIVISION OF CONSTRUCTION AND MAINTENANCE

ARCHITECTS FEE SCHEDULE OF PROJECT  
COMPLEXITY BASED ON TYPE OF PROJECT

---

Group "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY

Complex Laboratories, Complex Medical Hospitals

Group "B" - MORE THAN AVERAGE COMPLEXITY

Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences

Group "C" - REPAIRS AND RENOVATIONS

Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

Group "D" - AVERAGE COMPLEXITY

General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

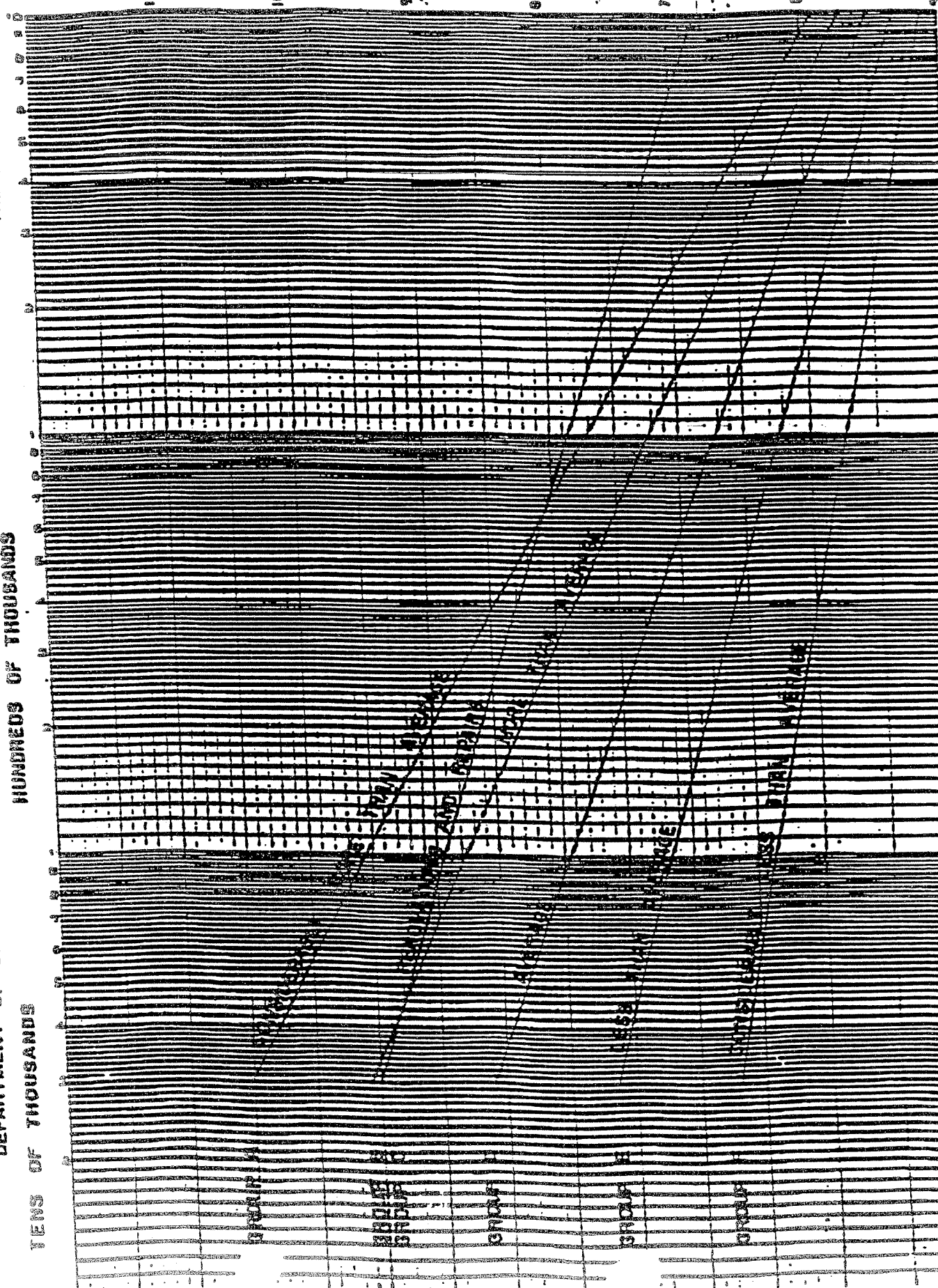
Group "E" - LESS THAN AVERAGE COMPLEXITY

Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

Group "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY

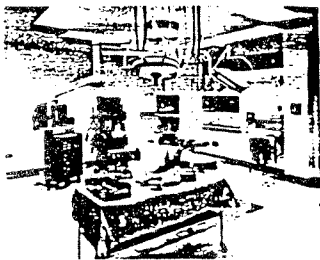
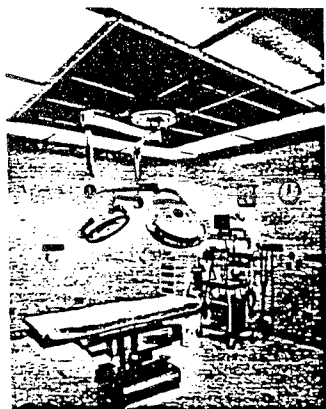
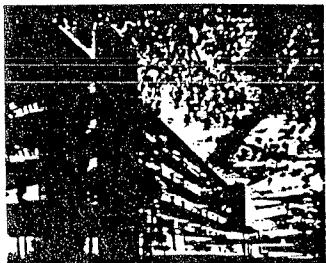
Warehouses, Parking Garages, Storage Facilities

DEPARTMENT OF GENERAL SERVICES      DIV. OF CONSTRUCTION & MAINTENANCE      MILLIONS





## Project Approach Monroe County Medical Examiner's Facility



### Approach

Our approach to developing and executing the Project Management Plan is based on clear communications and a strong partnership between HJCT and its consultants, Monroe County representatives and the Medical Examiner. To achieve the intent of the project, we will follow the following approach and process:

1. **A/E Selection** - Harvard Jolly's project team will remain intact for all phases of the project. We believe in a single-source delivery of services, and key personnel continuity will be crucial to the success of this project.

2. **Notice-to-Proceed** - Upon Notice to Proceed, our team will meet with Monroe County representatives and the Medical Examiner to generally review the project objectives, the overall project schedule and budget parameters. The importance of these Pre-Design activities cannot be overstated, in that they will set the tone and direction for all subsequent design and management tasks. Pre-Design tasks include two primary categories of activities:

#### *a. Programming and Data Gathering*

- Tour existing facility and successful facilities in other cities
- Obtain all available project information, address issues and concerns.
- Verify accuracy of base information, including utilities and site boundaries, if available.
- Verify construction budget.
- Identify applicable building codes, and environmental and zoning requirements.
- Obtain any regulatory agency guidelines, including County Development Services Division.

During this stage, the Project Team will collect and assemble information regarding both the operation of the facility (functional and organizational) and the physical attributes of the site, if the site has been identified. These factors are the groundwork upon which all subsequent planning will be based. The program will be discussed, documented and verified identifying all constraints and determining whether there are more efficient uses of resources or spaces.

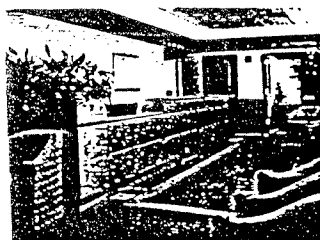
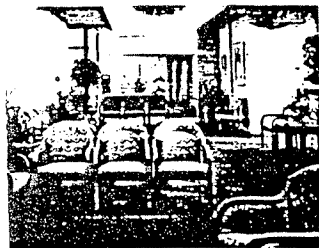
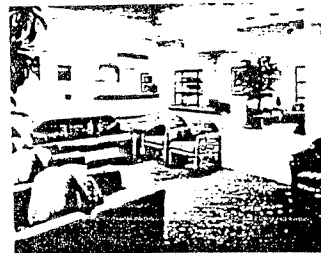
#### *b. Pre-Design Project Analysis*

Based on the data gathered and reviewed, the Project Team (including Monroe County representatives) will conduct a Pre-Design Project Analysis (PDPA) whose basic purpose is to launch the design process on an efficient, multi-disciplinary basis, taking into account all relevant factors, including:

- Confirm programming criteria and identify any missing components.
- Confirm design objectives and issues and concerns.
- Analyze building constraints/opportunities.
- Revalidate team structure and procedures.
- Define client needs as they relate to building systems, communications, equipment or building components.
- Confirm compatibility of program, budget and schedule.
- Document the general critical path of the project schedule, enumerating

## Project Approach

### Page 2 of 4



major milestone dates.

- If necessary, assist Monroe County in refining a preliminary total project budget, with appropriate sub-components for furnishings, equipment, building components and other categories.

**3. Schematic Design** - Upon completion of the Pre-Design activities, the HJCT Team will further develop the schematic design of building and engineering systems and related site work. The Schematic Design will provide a planning solution which results in the most efficient use of space and responds to the stated functional, adjacency and access requirements. HJCT team members will meet with Monroe County representatives as required during this phase.

The HJCT Project Team will be responsible for completing the following during the Preliminary Design Phase:

- Develop a Schematic Plan for the building and site. (Site plan to be submitted for County approval once site is identified.)
- Assist Monroe County with preparation of the Environmental Audit and Zoning Approval process.
- Obtain SWFWMD approval.
- Prepare recommendations for building systems and site utilities to meet the project requirements.
- Prepare a preliminary cost summary based on the Schematic Design and recommendations.
- Prepare a proposed time schedule for the project.
- Attend meetings with members of Monroe County's Medical Examiner and County representatives to respond to questions or comments concerning the above.
- Obtain concurrence or approval to proceed with subsequent design activities.

**4. Design Development** - Upon approval of Preliminary Design, the HJCT Team will proceed with Design Development. These documents will more completely describe the building and engineering systems, including detailed interior layouts. At the completion of the Design Development phase, the project budget and schedule will be updated and incorporated. HJCT team members will meet with the County representatives as necessary during this phase.

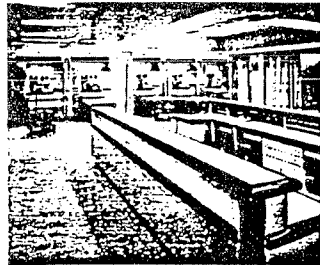
The HJCT Project Team will be responsible for completing the following during the Design Development phase:

- Prepare and submit drawings and outline specifications describing design details developed to at least 35% completion of each technical discipline included in the project.
- Conduct reviews with all applicable code officials and prepare summaries of each meeting, highlighting major issues and solutions.
- Prepare an update of the estimated construction cost, as described in the schematic planning phase section.
- Prepare a construction schedule analysis, reflecting unique deadline dates.
- Attend meetings, as necessary, with Monroe County Medical Examiner staff to discuss issues affecting the project design or construction.

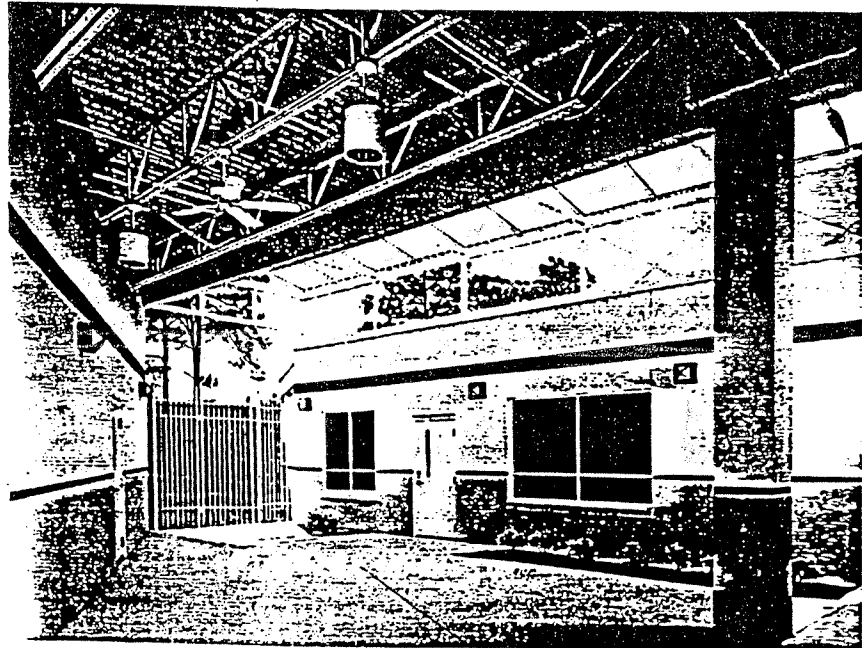


## Project Approach

### Page 3 of 4



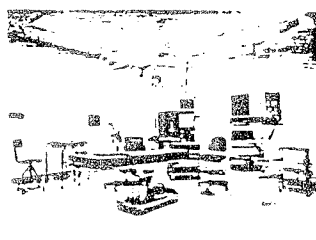
- requirements.
- Work closely with Monroe County in obtaining the best possible system solutions for the project.



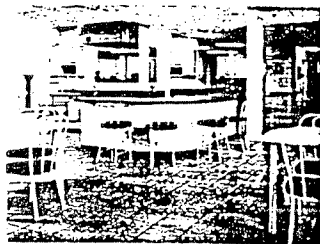
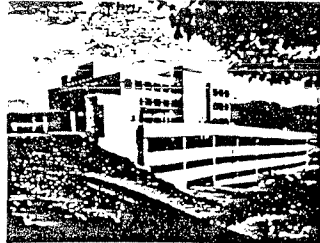
**5. Construction Documents** – Assuming the site has been identified, and upon approval of the Design Development phase, the HJCT Team will begin preparation of the Construction Documents for the site, building, and its systems to provide for competitive bidding.

HJCT will be responsible for completing the following during the Construction Document phase:

- Develop a complete, coordinated set of construction drawings, including cover sheet, landscaping, architectural, mechanical, electrical, structural, plumbing, fire protection and specialty drawings and plans, including elevations, details, materials, exterior finishes, hardware and equipment schedules, which conform to the project scope and all County, State and Federal codes and ordinances, and which are in accordance with accepted professional engineering and architectural standards.
- Provide a bound, typewritten, integrated Project Manual including specifications in accordance with CSI format for all disciplines included the project.
- Attend and participate in public meetings and hearings necessary for implementation of the project.
- Consult with local utilities and coordinate delivery of utility service as necessary to construct and operate all aspects of the project and the design intent implied within the contract documents.



**6. Assist County During Bidding** - Upon completion of the Construction Documents, the HJCT Project Team will assist the County with the bidding c



the project. During this phase, HJCT will participate in a Pre-Bid Conference, as well as in a Pre-Award Meeting with the apparent low bidder. These meetings are conducted to ensure that the scope of work is clear, and that competitive bids are complete before bid receipt and, ultimately, before a construction contract is executed.

**7. Construction Administration** - During the construction phase, the HJCT Project Team will participate as required in administering the project, monitoring quality compliance, observing construction/installation status, reviewing shop drawings and their submittals and completing other customary construction/ procurement phase services.

HJCT team members will periodically visit the project site and observe the construction/installation status. Upon substantial completion of the project, HJCT will prepare a punch list of items not yet complete or satisfactory. HJCT team members will monitor the completion of these activities and will assist in determining and documenting the conditions and date of final completion.

The HJCT Project Team will be responsible for completing the following during the Construction Administration phase:

- Attend and document the proceedings of a Pre-Construction Conference and answer questions relating to the design, construction and scheduling of the project.
- Review and approve all shop drawing submittals.
- Conduct periodic construction progress meetings at the construction site and submit a brief summary assessing the Contractor's job progress.
- Develop and coordinate change orders.
- Represent the County on technical issues related to the project.
- Inspect the construction work to determine its consistency with the requirements of the Construction Documents.
- Review construction pay requests with the County's representative and recommend approval or revision.
- Provide advice and direction to the Contractor on technical matters relating to the project design requirements.
- Develop and coordinate the resolution of construction punch list items.
- Review and coordinate maintenance manuals, provided by the construction contractor, for all major equipment, requiring regular or periodic maintenance.
- Review Substantial and Final Completion Acceptance.
- Provide as-built review/approval and final project close-out.

**EXHIBIT B**

**MONROE COUNTY, FLORIDA**  
**INSURANCE CHECKLIST**  
**FOR**  
**VENDORS SUBMITTING PROPOSALS**  
**FOR WORK**

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

**WORKERS' COMPENSATION**  
**AND**  
**EMPLOYERS' LIABILITY**

	<u>X</u>	Workers' Compensation	Statutory Limits
WC1	<u>X</u>	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	<u>      </u>	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	<u>      </u>	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	<u>      </u>	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	<u>      </u>	Federal Jones Act	Same as Employers' Liability

INSCKLST



GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Expanded Definition of Property Damage
- Products and Completed Operations
- Personal Injury

## Required Limits:

GL1	_____	\$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit
GL2	_____	\$250,000 per Person; \$500,000 per Occurrence \$50,000 Property Damage or \$500,000 Combined Single Limit
GL3	<u>X</u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
GL4	_____	\$5,000,000 Combined Single Limit

## Required Endorsement:

GLXCU	_____	Underground, Explosion and Collapse (XCU)
GLLIQ	_____	Liquor Liability
GLS	_____	Security Services

All endorsements are required to have the same limits as the basic policy.

INSCKLST

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-owned; and Hired Vehicles

## Required Limits:

VL1	_____	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage or \$100,000 Combined Single Limit
VL2	_____	\$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit
VL3	<u>  X  </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	_____	\$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BR1	_____	Builders' Risk	Limits equal to the completed project.
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO1	_____	Professional Liability	\$ 250,000 per Occurrence/\$ 500,000 Agg.
PRO2	_____		\$ 500,000 per Occurrence/\$1,000,000 Agg.
PRO3	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL1	_____	Pollution Liability	\$ 500,000 per Occurrence/\$1,000,000 Agg.
POL2	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL3	_____		\$5,000,000 per Occurrence/\$10,000,000 Agg.
ED1	_____	Employee Dishonesty	\$ 10,000
ED2	_____		\$100,000
GK1	_____	Garage Keepers	\$ 300,000 (\$ 25,000 per Veh)
GK2	_____		\$ 500,000 (\$100,000 per Veh)
GK3	_____		\$1,000,000 (\$250,000 per Veh)

INSCKLST

MED1	_____	Medical	\$ 250,000/\$ 750,000 Agg.
MED2	_____	Professional	\$ 500,000/\$ 1,000,000 Agg.
MED3	_____		\$1,000,000/\$ 3,000,000 Agg.
MED4	_____		\$5,000,000/\$10,000,000 Agg.
IF	_____	Installation Floater	Maximum value of Equipment Installed
VLP1	_____	Hazardous	\$ 300,000 (Requires MCS-90)
VLP2	_____	Cargo	\$ 500,000 (Requires MCS-90)
VLP3	_____	Transporter	\$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of Property
HKL1	_____	Hangarkeepers	\$ 300,000
HKL2	_____	Liability	\$ 500,000
HKL3	_____		\$ 1,000,000
AIR1	_____	Aircraft	\$ 1,000,000
AIR2	_____	Liability	\$ 5,000,000
AIR3	_____		\$50,000,000
AEO1	_____	Architects Errors	\$ 250,000 per Occurrence/\$ 500,000 Agg.
AEO2	<u>  X  </u>	& Omissions	\$ 500,000 per Occurrence/\$1,000,000 Agg.
AEO3	_____		\$ 1,000,000 per Occurrence/\$3,000,000 Agg.
EO1	_____	Engineers Errors	\$ 250,000 per Occurrence/\$ 500,000 Agg.
EO2	_____	& Omissions	\$ 500,000 per Occurrence/\$1,000,000 Agg.
EO3	_____		\$ 1,000,000 per Occurrence/\$3,000,000 Agg.

INSCKLST

## INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
PROFESSIONAL LIABILITY	\$ 50,000

Liability policies are \_\_\_ Occurrence ✓ Claims Made

SUNCOAST INSURANCE AGENCY, Inc.  
Insurance Agency

  
Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Harvard Jolly Clees Toppe  
Architects, P.A.

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Bidder

Walter H. H. H. H.  
Signature

INSCKLST

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID M2 HARJO-1	DATE (MM/DD/YYYY) 11/10/05
<b>PRODUCER</b> Wallace Welch & Willingham Inc 300 First Avenue South, 5th Fl P.O. Box 33020 St. Petersburg FL 33733 P: 727-522-7777 Fax: 727-521-2902		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Harvard Jolly, Inc. 2714 Dr. M L King, Jr St. N. St. Petersburg FL 33704		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Zurich Insurance Company	16535
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS41492258	11/08/05	11/08/06	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	PPS41492258	11/08/05	11/08/06	EACH OCCURRENCE	\$ 4,000,000
		AGGREGATE				\$ 4,000,000	
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Certificate Holder is Additional Insured on the liability coverage Project:**  
**Monroe County Medical Examiners Office #01160**

#### CERTIFICATE HOLDER

<b>MONROEC</b>  Monroe County Building Dept. 88800 Overseas Hwy Rt 3 Tavernier FL 33070	
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#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/14/05

PRODUCER

MUTUAL INSURANCE INC

P O BOX 12350  
ST PETE

FL 33733

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY

A

AUTO OWNERS INS CO

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

HARVARD, JOLLY, INC.

2714 DR MLK JR ST N  
ST PETERSBURG

FL 33704-2722

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	9677117000	11/08/05	11/08/06	COMBINED SINGLE LIMIT \$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ 500,000
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
	OTHER				EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EA EMPLOYEE \$

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL INSURED: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROJECT: MONROE COUNTY MEDICAL EXAMINERS OFFICE

## CERTIFICATE HOLDER

MONROE COUNTY BOCC  
CONSTRUCTION MANAGEMENT  
1100 SIMONTON ST  
KEY WEST FL 33040

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MITCHELL MARSH

JR A

Client#: 2476

HARVJOL3

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
01/04/06

## PRODUCER

Suncoast Insurance Associates

O. Box 22668

Tampa, FL 33622-2668

813 289-5200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## INSURED

Harvard Jolly, Inc.

2714 Dr Martin Luther King Jr St N

St Petersburg, FL 33704

INSURER A: St Paul Fire &amp; Marine

INSURER B: XL Specialty Ins Co

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BW02172455	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability	DPR9411928	06/30/05	06/30/06	\$3,000,000 per claim \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Professional Liability is claims made and reported.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

Monroe County BOCC

1100 Simonton St.

Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**ARCHITECTS ERRORS AND OMISSIONS  
LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT: MEDICAL EXAMINER'S FACILITY**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
HARVARD JOLLY CLEES TOPPE ARCHITECT, P.A**

Recognizing that the work governed by this contract involves the furnishing of architectural services, the Contractor shall purchase and maintain, throughout the life of the contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

AEO2



**GENERAL LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT: MEDICAL EXAMINER'S FACILITY**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

**HARVARD JOLLY CLEES TOPPE ARCHITECTS, P.A.**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person  
\$ 1,000,000 per Occurrence  
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL3

**VEHICLE LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT: MEDICAL EXAMINER'S FACILITY  
  
BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
  
HARVARD JOLLY CLEES TOPPE ARCHITECTS, P.A.**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person  
\$1,000,000 per Occurrence  
\$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL3

**WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT MEDICAL EXAMINER'S FACILITY  
  
BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

**HARVARD JOLLY CLEES TOPPE ARCHITECTS, P.A.**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

## MANUAL

### WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** - If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision making authority.

**MONROE COUNTY, FLORIDA****Request For Waiver  
of  
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: \_\_\_\_\_

Contract for: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Reason for Waiver: \_\_\_\_\_

Policies Waiver  
will apply to: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Risk Management \_\_\_\_\_

Date \_\_\_\_\_

County Administrator appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Board of County Commissioners appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Meeting Date: \_\_\_\_\_